

Construction Contract General Conditions

- A. Insurance. The General Contractor will provide a signed, valid, and enforceable Certificate of Insurance for all construction projects on City property. All Certificates of Insurance will be by insurance companies licensed to do business in the State of Maine. All insurance policies must be approved by the City of Waterville before the GC is allowed to start work on any City projects on City of Waterville property. Policies will name the City of Waterville as "Additional Insured".

The General Contractor and all subcontractors shall carry a Workers' Compensation insurance policy acceptable to the City of Waterville.

All General Contractors and Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in Aggregate. Other insurance or larger policies may be required on certain projects. These requirements will be spelled out in Supplemental General Conditions particular to certain construction projects.

- B. Contractor furnished items. The General Contractor on all City of Waterville construction projects, unless otherwise noted in the Contract Specifications, shall furnish the following items and services:
1. Portable toilets in sufficient numbers to accommodate the number of employees working on site employed by the General Contractor and all of its subcontractors.
 2. Electricity required beyond that readily available at the construction location. The GC and subcontractors will be allowed to access the City of Waterville's 110/220 electrical service if available on site. The GC will be responsible for all other electrical supply required during the course of construction including paying for service installation and removal and monthly electric bills.
 3. Water. The GC will be allowed to use City water only to the extent that it is available from a City owned faucet or hose bib. Other water requirements will be furnished and paid for by the GC. If public water is required, the General Contractor will coordinate this with the Kennebec Water District.
 4. Rubbish removal. The GC will be responsible for all trash and debris removal from the project. The GC will not be allowed to use any City owned dumpsters or garbage cans. All costs associated with trash and debris removal and project clean-up, on-going and final, will be the responsibility of the General Contractor.
 5. Security. The General Contractor will be responsible for securing the jobsite and for securing the City owned premises from which they are working to provide a security system as secure or more secure than before the start of construction.
 6. Snow removal. The GC shall be responsible for snow removal within the construction and staging limits of the project.

7. Landscape protection. The GC shall be responsible for protecting and maintaining all trees, shrubs, appurtenances, and grasses scheduled to remain. This includes adequate grass mowing within the construction and staging limits.
8. Storm Drainage. The GC shall be responsible for maintaining storm drainage throughout the project and staging limits for the duration of the project. The Contractor will follow the guidelines in the latest edition of the Maine DEP Best Management Practices for Erosion and Sedimentation Control.
9. Weather protection. The General Contractor will be responsible for the weather protection of all construction and staging areas, all construction materials stored on site, and all adjacent City property impacted by the construction project. The Contractor shall maintain all existing structures and other facilities in a "water-tight" condition.
10. Workers and equipment. The General Contractor shall provide at all times during the construction process adequate workers and equipment to safely and efficiently complete the construction project within the time allotted by the construction contract.
11. Liquidated damages. The General Contractor shall pay the following Liquidated Damages for each calendar day the contract has not been completed per the original completion date or the new completion date as established by change order:
 - a. Contracts under \$50,000.00 \$200/calendar day
 - b. Contracts from \$50,000 to \$500,000 \$350/calendar day
 - c. Contracts from \$500,000 to \$2,000,000 \$500.00/calendar day
 - d. Contracts over \$2,000,000 \$1000/calendar day

Other supplemental liquidated damages may be applied to any project and will be spelled out in the bid documents.

- C. Contractor Payments. The General Contractor will invoice the City of Waterville once per month for work completed. The City of Waterville will pay the GC no later than 30 days after receiving an approved invoice for work performed. Retainage will be held in the amount of 10% of each invoice until the project reaching substantial completion. Upon substantial completion, the retainage held will be reduced to 5%. The remaining retainage, 5% of the amount earned to date, will be paid to the contractor upon final completion.
- D. Final Completion. Final completion will be determined when all the following, when applicable, have been completed or supplied to the City of Waterville:
 1. All work is 100% complete
 2. All warranties have been provided
 3. All spare parts have been provided
 4. Any required owner training has been provided
 5. All required City departments have signed off including Fire, police, and code enforcement
 6. All utilities have signed off
 7. All required Release of Lien forms have been received from the General Contractor, subcontractors, and suppliers.
- E. Change orders. No extra work will be performed by the contractor without a written change order from the City of Waterville.

- F. As-built drawings. The Contractor will provide as-built drawings to the City of Waterville. The as-built drawings can be paper or electronic and will show, at a minimum, the work performed, dimensions of work, material used, all contractors and subcontractors that participated on the project, and other pertinent information typically listed on construction as-built drawings.